

# LETTER AND MEMORIAL

FROM

DAVID LAURIE, OF LAURIESTON,

TO THE

PRECEPTOR AND PATRONS OF HUTCHESON'S HOSPITAL.

---

To the Honourable the Preceptor and Patrons of Hutcheson's  
Hospital.

GENTLEMEN,

A sense of duty compels me to place before you the circumstances of a case, which, if not duly considered, and speedily disposed of, may lead into a serious litigation betwixt your institution and me. As the business is opened up in the correspondence which took place betwixt your clerk, Mr Hill, and my agent and me, I shall avail myself, in so doing, of the facilities thereby afforded by introducing the letters themselves.

Having disposed of a certain surplus feu duty, over property held by me of the Hospital, and transmitted to the agent of the purchaser, a draft of the conveyance and my titles, he discovered a discrepancy in the charter of *novo damus*, last procured from you, which he required to be rectified. My agent waited on your clerk for the purpose of having this done. But on examining into the matter, Mr Hill found that my duplicand, payable in 1821, stood in his books unpaid, whereupon he refused to rectify this discrep-

ancy till the money was paid into his hand. On receiving this answer, Mr Mitchell, my agent, waited on Mr Hill for the purpose of having the business arranged; and he took in his hands a certificate from Mr Kyle, which showed that the Hospital held compensation for my duplicand, which, seeing the matter had not been settled, he would instantly adjust, and in the mean time claimed an immediate rectification of the error.

*Natty* Mr Kyle's report testifies the ground on which my case is rested. Respectfully referring you to which and what follows:

I remain, Gentlemen,

Your most obedient Servant,

DAVID LAURIE.

---

“ Certificate regarding the position of the line which, in measuring the lands of Kirkcroft of Gorbals, the subscriber was instructed to assume as the Northern boundary of the surface, by the extent of which, the amount of yearly feu duty was to be ascertained.

“ At Glasgow, this fourth day of November, eighteen hundred and twenty-nine. I, William Kyle, land-surveyor in Glasgow, hereby certify, as follows:—In the first place, That in the month of November, eighteen hundred and one; and under an order from the now deceased James Hill, Esquire, of Busby, late writer in Glasgow, for the behoof of Messrs. the then Preceptor and Patrons of Hutcheson's Hospital, in Glasgow, I executed a measurement of the lands of Kirkcroft, part of the Barony of Gorbals, and certified the contents of the same to be twelve acres two roods and one fall and six one-tenth-parts of a fall, raised from dimensions taken with a surveying chain seventy-four British Statute (now Imperial) feet in length. In the second place, That in consequence of the said measurement having been made prior to the execution of the design given in by the also deceased John Rennie, Esquire, late civil engineer, for enlarging the waterway of the river Clyde, by cutting back and lowering the south or left bank thereof, between the New and the Old Bridges of Glasgow, and in other places below the first-mentioned of these two bridges. I was instructed by the said James Hill, to assume as the northern boundary of the ground, by the superficial extent of which was to be determined the amount of yearly feu duty to be bur-

dined on the lands as then about to be conveyed, to David Laurie, Esquire, sometime merchant in Glasgow, an imaginary curved line, distant six feet, at all points, southward from the line which, had the reduction of the river-bank been executed precisely in terms of the design by the said John Rennie, would have coincided with high-water mark of an ordinary tide, the river being supposed in its most common state. In the third place, That having measured the portion of the said lands of Kirkerost, which is bounded by the imaginary line just described on the North, and by the street of Carlton Place on the South, I found the total contents of the said part to be four thousand six hundred and twenty-five square yards. In the fourth place, That in consequence of the reduction of the river bank having been executed on a principle differing very materially from the design furnished by the said John Rennie, above referred to, the high-water mark of an ordinary tide, the stream supposed in its most common state, did occupy, after said reduction was carried into effect, a position considerably more towards the South than it would have done had the said design been adhered to. In the fifth place, That after the reduction of the bank and the enlargement of the water-way of the river had been completed, I had occasion to re-measure the portion of said lands of Kirkerost, which is bounded on the North by the new line of high-water of an ordinary tide, the river being in its most common state, and by the street of Carlton Place on the South; and that I then found the result of said re-measurement to be four thousand and twenty-two square yards. And, in the sixth place, That because the ground situated between the street of Carlton Place and the Clyde, extended to four thousand six hundred and twenty-five square yards, dimensions being taken to the above-described northern boundary assigned at the original survey by the said James Hill.—And after the reduction of the bank, and the consequent enlargement of the waterway, only to four thousand and twenty-two square yards, measuring to high-water mark of an ordinary tide, the river being in its most common state.—There were, therefore, thrown into the bed of the stream, and so rendered incapable of being covered with grass as before, six hundred and three square yards, equal to fifteen falls eighty-five one hundredth parts of a fall, and a minute fraction more, by the chain of seventy-four statute feet in length,—of the twelve acres two roods one fall and six-one-tenth parts of a fall, originally certified by me in eighteen hundred and one; being the last-mentioned quantity, that on which I understand to have been calculated the four hundred and seventy-five pounds four shillings and ninepence of ground annual, originally burdened on the said lands of Kirkerost, as feued out to the said David Laurie.

*Recapitulation of superficial quantities.*

" From the contents of the water-side ground, as bounded on the North, by the line assigned by the said James Hill,	Square Yards	4625
" Deduct the contents of said waterside ground, as bounded on the North, by high-water mark after the bank was reduced,		4022
	Difference,	603

" which 603 square yards are equal to  $15\frac{85}{100}$  &c. falls, by a chain of 74 feet in length.

(End of the original.)

" As 12 acres two roods and  $1\frac{6}{10}$  falls—

" Are to L.475: 4: 9;—

" So are  $15\frac{85}{100}$  falls,—

" To three pounds fifteen shillings and three pence (L 3. 15: 3d.) sterling."

(Signed)

WILLIAM KYLE."

On this Mr Hill wrote as follows to Mr Mitchell :

" Hutcheson's Hospital.

DEAR SIR,

" Mr Davidson has given me the copy of Mr Kyle's certificate, which refer to Mr Laurie's feu, and of the accuracy of which, of course, there can be no doubt; but I am utterly at a loss to know what Mr Laurie would be at. Surely 600 yards, and those too of the water-side ground, to which Mr Laurie was only to have a limited, a very limited right, would make no difference in the case of a sale of upwards of 12 acres, to say nothing of the one measurement, being in 1802, and the certificate, or re-measurement thirty years afterwards. Nor do I know whether Mr Laurie brings forward this claim in consequence of the late verdict of the Jury about Carlton Place Gate; or on what ground. If his claim is grounded upon that circumstance, I have only to say it is the subject of a law-plea, which it is his own fault that it is not brought to a close. If it is not, I never heard of it before. Whatever demands any one has against the Hospital, and I am perfectly satisfied Mr Laurie has no great demands that I ever before heard of, or can at present divine, it is necessary that they be stated explicitly, or an account thereof rendered, and they will be immediately submitted to the Preceptor.

I am, dear Sir,

Your's truly,

" Aw. Mitchell, Esq.  
writer, Glasgow.

LAURENCE HILL.  
Glasgow, 5th Feby. 1833."



To this letter I sent the following answer:

*Laurence Hill, Esq.*

SIR,

“Mr Mitchell, to whom I had communicated my claim for indemnity on the score of short measurement of Kirkcroft, for the purpose of stating it to you, not finding you disengaged after repeated calls, has, I find, sent you Mr Kyle’s certificated report on the subject, and the best statement his recollection could, at the time, serve him with. From your answer to his letter I perceive that you wanted a regular statement of my claim, and he and I waited on you for the purpose of obtaining access to the feudal title on which my claim is founded. You know that I did not obtain this, from your chartulary not having our feu contract engrossed; and that in the end you positively refused me access to the feu contract and articles of roup, lest the Hospital’s interests should be prejudiced thereby.

“As you wished to have the matter in readiness for a meeting of the Patrons to-morrow, and as I have at present only my own recollections to ground on for the words of the titles, I shall at present content myself with a general statement of the case, such as I gave to you by word of mouth, for their more immediate consideration.

“By the articles of roup, the lands of Kirkcroft, containing about  $12\frac{1}{2}$  acres, were exposed to feu, under the express declaration that the ground to be cut down for widening the bed of the river Clyde, was not to be measured for feu duty. The grounds having fallen into my hands, at the rate of £38 per acre, the feu contract, like the articles of roup, bore the same declaration as to the ground to be exempted from feu duty. The sale took place 10th November, 1801, and the feu contract was extended within a very few weeks thereafter. The operations of cutting away the bank did not commence till March or April in the subsequent year, and then the trustees cut away above 600 yards more than was allowed by the measurement. We attempted to resist them, but were necessitated to admit their operations.

“It is undeniable, therefore, from Mr Kyle’s statement, that 600 yards more of ground, for feu duty, has been included in our measurement, than by our titles ought to have been included. We have paid feu duty to the Hospital on this surcharged measurement ever since; or rather, I paid feu duty, £3, 15s. till I sold my surplus feu duty, when I deducted from the surplus, this £3, 15s., and therefore received £75 less than I would otherwise have done in that clearance, which sum, with the annual payments, and one duplicand, I claim repetition of, as also interest on these annual payments, the feu duty being assessible for interest, by the express terms of the feu contract.

"As to what you say in your letter of our right to the waterside ground being limited, I answer, our right was absolute, and we paid feu duty accordingly. But whatever our right was, you had no claim for feu duty for what was cut away, as expressed in our titles and the articles of roup, and it is of this only that I claim repetition of. As to the Carlton Place question, this is quite a separate and distinct affair.

"You notice the distance betwixt the dates of the certificates; please also notice Mr Kyle's report, which, if I recollect right, bears, that the second measurement was made soon after the operations were over. He can at any rate attest this; and perhaps you may find several reports and minutes from me accompanying them, not long after, in which the business was fully brought under your or your uncle's review.

"The surcharge of feu duty was never, I believe, disputed; but it was held to be a question whether or not the river trust should be assessed for it. An offer of some ground, along Bridge Street, was at one time proposed as a compensation, seeing the titles were now framed, and could not be altered; but it was found that this ground formed part of the line of the street, and after some years negotiation the project was abandoned. In the meantime I disposed of the whole of my share of this property, and various questions having arisen betwixt these parties and me, respecting that transaction, which were litigated for many years, and neither the Hospital nor the River Trustees being disposed to grant compensation till compelled, I preferred to urge the former, in case of any collision in the pending disputes; taking care only (as Mr Kyle can testify) to give no other measurement of the waterside ground than that obtained in the last, or smallest measurement.

"At last, about 1814 or 15, these disputes terminated in the ground coming back, on certain conditions, to my brother, of the same measurement, (the smallest,) and not long after, he and I conjointly disposed it, according to the same limited measurement, to Mr Robert Ferrie; and, if I recollect right, my special right to the surcharge of 600 yards of ground, is especially reserved in my favour, although, from its not being included in his measurement, it was not, perhaps, necessary to notice this in his feu contract.

"In the meantime, my brother, to whom I had sold my surplus feu duty, applied for and obtained new charters for all his Kirkcraff ground. I hoped, at one time, that this matter would have been then settled, but you know well the absolute and dictatorial manner in which all your transactions with us are conducted; and to have attempted to arrange this then, or at any of these charter arrangements, would have only blasted these last, or postponed them indefinitely, while, perhaps, a transaction that depended on their being at once concluded, would have been lost. The busi-

ness was incidentally kept alive by memorials, written and printed, till the duplicand in 1821 came due, which, if you had then required, would have led to an *eclaircissement*. I contented myself, however, with noting the whole in my books, to be taken up when circumstances favoured an equitable and harmonious adjustment of the business.

"The question is quite plain, we have been charged with 600 yards which were not given. It will not be pretended that these 600 yards have been paid, either by the Hospital or the River Trustees, either to me or my brother, therefore they are still owing. It is of the price of these, and these only, that I call for payment.

"Whenever I am furnished with the articles of roup and feu contract, I will condescend on the exact sums. These, and Mr Kyle's certificate, now in your custody, I crave, for the purpose of enabling me to make out my account and statement more technically and articulately.

I remain, Sir,

Your obedient Servant,

DAVID LAURIE."

"Glasgow, 7th Feb. 1833.

Laurence Hill, Esq."

---

Mr Hill's answer to my letter, was enclosed in the following to Mr Mitchell.

Hutcheson's Hospital.

DEAR SIR,

"As Mr Laurie's letter to me of the 7th appears to be in your clerk's hand writing, I think it as well to transmit the enclosed reply open that you may read it, and endeavour to prevail on this extraordinary genius to pay his duplicand, and save himself and others from a very unnecessary and useless expense and trouble; or, if he seriously thinks he has any warrantice against the Hospital, for the loss of the alleged 603 yards by the River, to take the regular course of trying to make it effectual.

"The whole demand and circumstances attending its present enunciation, however, appear to me perfectly preposterous.

Your's truly,

LAURENCE HILL.

Glasgow, 11th Feb. 1833."

Andrew Mitchell, Esq. Writer, Glasgow.

Mr Hill's letter to me, enclosed, is as follows:—  
Hutcheson's Hospital.

DEAR SIR,

"I have your long letter. It is utterly impossible at this distance of time, and with regard to a sale of property



amounting to upwards of  $12\frac{1}{2}$  acres, along the side of a navigable river, made more than 32 years ago, to listen, and for the first time, to an objection that there, by encroachment of the river, or any other cause, happens to have been 603 square yards under the measurement of such a property sold by the acre; much more is it utterly impossible or ridiculous to come forward and say a single word on this subject, after the charter of *navo damus* of 1820.

“To cut the matter short, if the duplicand, past due, is not paid within a very short time, say a fortnight, I shall either raise a summons for the amount, or, if there are any of the vassals requiring entries from the Hospital, I shall decline granting any entries or charters by progress from you till every thing is settled. Your “having contented yourself with noting the whole in your books, to be taken up when circumstances favored an *equitable and harmonious adjustment of the business*,” as you term it, instead of bringing about, as you say you could have done, “an *eclaircissement*,” when we accommodated you, by granting the charter in 1820, in terms that, strictly, we were not bound to, puts it utterly out of my power to correspond with you any further on the subject; my notions of equity, harmony, and justice being all so very irreconcilable with your present expositions.

I am, dear Sir,

Your's truly,

LAURENCE HILL.”

Glasgow, 11th Feb. 1833.

“David Laurie, Esq.  
Carlton Place.”

To my answer thereto special attention is requested:

*Laurence Hill, Esq.*

I have convicted you of certain errors of which you ought to be ashamed, and for which, on their being made so palpable to your apprehension, that you do not even attempt to deny them, or to justify them, you ought instantly and thankfully to have granted me immediate and full redress. In your usual way, however, while you seize upon the advantage thereby brought within your view, not only do you deny me this redress, but you threaten me with certain measures of your vengeance, in case I should not comply with what you are pleased to demand at my hands.

Such menaces I put aside with that contempt which they deserve. I would not, however, expose myself willingly to the consequences of a law suit with one who not only can manage his case with the public money, and command our civil functionaries, his clients, to do what he pleases, but who will derive from such procedure both profit and advantage, whether the case be decided against his clients or in their favour, until I shall have done my ut-



most to ward off such consequences. With the view of accomplishing this, I have drawn up and now publish this memorial. In the good providence of God the days are now gone by when public men can outrage the laws of their country and the feelings of the public with impunity. As you are yourself, notwithstanding all your arrogant and unseemly pretences, but a hired and paid servant of the public, (for the public functionaries who employ you are themselves but trustees of the public, and amenable to it for their conduct,)—the public shall hear how their case stands in this business.

My first claim is that you rectify the error in my charter of novodamus, by granting me a new one, (the only way in which it can be rectified,) wherein the term whence our 19th year duplicand runs, may, agreeably to the original feu, be 1802 in place of 1812, as the above charter bears. That this is a clerical error is admitted on all hands, and indeed, cannot be disputed; for not only does the original feu contract expressly fix this point, but the resignation on which the charter flows, and even the copy of this very charter itself, engrossed in your chartulary, bears the date 1802 and not 1812. I paid you most handsomely for this charter, and compounded to take four in place of six allocations, to which, in terms of our feu contract, we were entitled. And though, neither in granting it nor in framing any of its conditions, did your clients bestow either favour or indulgence, it cost me much labour and expense, and a delay of many years before I could procure it, which nothing in the case could warrant or justify. On this point I have only to add farther, that my situation in regard to third parties, renders it imperative on me to take the necessary steps for compulsion, in case you do not grant me the act of justice now craved, without loss of time. It has no connection whatever with what I am about to state farther, and it is such as no professional man, who is made properly accountable for his actions, and duly regards his own interest, would refuse for one moment.

My other claim is very fully stated in my long letter, but as you either are, or affect to be ignorant of some parts of it, I shall here state it more in detail.

The lands of Kirkcroft, exposed to feu, on the 10th November 1802, fell into my hands at a rate of feu duty of £38 per acre. The titles, framed soon afterwards, in terms of the articles of roup, describe these lands as “measuring 12 acres, 2 roods, 1 fall, as the said measurement is ascertained by William Kyle, land measurer in Glasgow, appointed for that purpose in the said articles of roup, and in whose measurement both parties acquiesce, and in which measurement is not included the land which is marked off to be taken away for widening the bed of the river Clyde to prevent floods.” The cutting, however, was not commenced till the

month of March or April in the following year, and it turned out that the Trustees on the River, in executing these operations, had a right to cut away much more than was expected; a right which they exercised to the utmost; for they not only cut away 603 yards of ground, for which we then and have all along paid feu duty, (as is clearly and fully made out by Mr Kyle's certificate above engrossed,) but they deposited these excavations, notwithstanding the ruinous detriment produced to us from the want of them, on the streets of Tradeston, and where they listed.

Respecting this document, you yourself, in your letter to my agent, Mr Mitchell, express yourself thus. "Mr Davidson has given me the copy of Mr Kyle's certificate, which refers to Mr Laurie's feu, *of the accuracy of which, of course, there can be no doubt*; but I am utterly at a loss to know what Mr Laurie would be at. Surely 600 yards, and these too of the waterside ground, to which Mr Laurie was only to have a limited right, would make no difference in the case of a sale of 12 acres."

Here, therefore, you admit the fact, that 600 square yards of waterside ground, cut away for widening the banks of the river, is charged me. This, you know, from the terms of my titles, ought not to have been done; you do not say I have been compensated for these; all you allege is, that my right therein is limited, and that, in a transaction of such magnitude, 600 yards of overcharge of such ground ought not to have been attended to. Now to this, I answer, first, that for this 600 square yards of ground I paid the full rate of feu duty of £38 per acre; that my right thereto is secured by the absolute warrandice of the Preeceptor and Patrons of Hutcheson's Hospital; and that my claim is not for restitution of the ground, which is obviously useless, but for repetition of that price, which your clients have most improperly made me to pay for such useless ground. And, secondly, that the Hospital had every reason to be satisfied with the transaction, without attempting this encroachment. The ground was set up to roup at £20 per acre, and was raised chiefly by my means to £38. At the roup it was understood, that all the surface that was to be broke, in cutting the excavation, was to be excluded from the measurement for feu duty; and if this had been done it would have reduced this measurement much more; and great surprise was expressed when the curious hypothesis of defining this matter was explained.

Here, however, I am making no account of this disappointment, but taking the matter up in that precise form which the titles you gave us have fixed for us. Is it not most astonishing that such futile objections should be gravely advanced against an admitted claim thus supported?

There is only one thing in the whole business which calls for explanation, and that is, the distance of time, and the peculiar cir-

cumstances, wherein this affair is brought forward for the purpose of urging a final settlement. Not that it was, as you would insinuate, kept back or anywise disguised or concealed; for the whole affair was transacted in the broad glare of sunshine, with all eyes upon every thing that was done or said on the business. Both the Patrons of Hutcheson's Hospital and the Trustees upon the River, who were at the time as intimately acquainted with the whole circumstances of the case as I was myself, most unequivocally testified their full conviction of the justice of my claim, and determination to grant me compensation for it, by offering, and as far as they could, by attempting to bestow on me a stripe of ground all along the east side of Bridge Street, on the outside of the hedge, and therefore excluded from the measurement for feu duty, and yet beyond the line of the street, as ranged on the Broomielaw Bridge, the same way as the Tradeston side was; Mr James Hill on the part of the Hospital, and Mr James Spreul on the part of the town, giving it under their hand, as their opinion and decision, that in building up this street, the stripe aforesaid ought to be thus appropriated. The circumstances of the ease, which have heretofore prevented the definite adjustment of this matter, are partly explained in my former letter, (page 5;) but as these things took place long before you came into your present situation, and you seem not to have fully apprehended what is stated in my former letter, I shall here take up this part of the business more at large.

The complaints of the inhabitants of the lower parts of the town, of increase of inundation, in consequence of the operations of the Trustees on the River, led to the adoption of a plan for excavating its banks, which in 1800 or 1801 was carried into full effect, in so far as Tradeston and Windmillcroft were concerned. In doing this the Trustees so levelled and smoothed off the surface of the of these rugged, tortuous, and unseemly banks, as to convert them into fine pasture grounds, which highly adorned Tradeston and all this vicinity. Nor was this all; with these excavations they so raised the level of its streets and unbuilt ground as to place them above the limits of ordinary floodings. And it may be here noticed, that it was this circumstance that attracted the public attention so much to the south side of the river, at the time when Kirkcroft was introduced into the market. And that, as these excavations, levellings, and bankings were all done at the expense of the River Trust, when similar excavations were proposed for Kirkcroft, the same advantages were expected.

Kirkcroft, however, was in very different circumstances from Tradeston, and its subsequent treatment by the Trustees was much the reverse. Its banks, although these like Tradeston, shot half across the river, and shut up more than half the arches of the Broomielaw Bridge, had been for a long term of years enclosed,



and used as a bleaching green, and for this object had been regularly levelled and formed. When we procured it, in the close of 1801, the excavations of Tradeston having been completed, it was understood that the bank to support the street that we were about to form next to the river, would, in the first place, be made up out of these excavations. In expectation of this, the four westmost houses on the eastmost division (which I had conveyed to my brother,) had been begun. In conformity thereto, when the contractor began his excavations, it was on the east side, and he deposited these so as to serve this end, for the banks being here very narrow, and therefore the cutting little, it would have been madness to be at the expense of carrying the excavations anywhere else. But, as the width of the banks increased prodigiously near the bridge, when he approached these banks with his operations he unceremoniously transferred a great part of his excavations to a certain part of Tradeston, which had been passed over the year before. In these circumstances, not only chagrined at the disappointment, but alarmed for the valuable property now in progress of erection, we remonstrated with the Trustees, but with very little effect. In the end we attempted to excavate for this purpose, at our own expense, out of ground for which we paid feu duty; whereon we were instantly served with an interdict at the instance of the Trustees, which the prostrate Justice of Peace Court of those days granted at once, as a matter of course, to such high applicants. The circumstances of our buildings, and the approach of winter, left us no other resource but to procure rubbish wherever it was to be had, though at an enormous expense, and to excavate with great loss and detriment within the limits of our own building ground. Farther, in place of having our work done gratis, as in Tradeston, we had above L.100 to pay to the contractor for having so far conformed to our levels of the street, and of the banks which supported it, and for covering these banks with turf which he had saved for the purpose out of the excavations.

Within a few months after these operations were completed, Mr Kyle had occasion to remeasure the whole ground as then set off, and ascertained the deficiency as expressed in his certificate. For I had bargained to dispose of them in feu to certain parties, at a certain rate per square yard, for the building ground and pertinents connected with it, but excluding from all charge the waterside ground, which, however, was also transferred according to the reduced measurement. For the feu contract tendered to these gentlemen, I proposed, in terms of the missives of sale, to include the stripe along Bridge Street afore-mentioned, chargeable for feu duty if my right thereto was sustained. But certain disputes having arisen betwixt them and me, the feu contract was not executed.

for many years, and when it was executed I transferred to them all the right that I could have in this stripe, without feu duty, and without any warrandice whatever, giving them at the same time the certificates of concurrence that I had got from Mr Hill and Mr Spreul. But, in attempting to take possession, by inclosing it, these parties were interdicted by Mr Pearson, feuar on the opposite side, and the Gorbals' authorities. After some procedure they abandoned it altogether, and it now forms part of Bridge Street.

It is quite plain, that during all this time, that is down to 1813 or 14, my claim was so bound up in the fate of this stripe of ground, and its fate in that of certain pending disputes, that I could do nothing whatever towards bringing the business to a close. As this was the most befitting time for urging this, and many changes had in the mean time taken place, it became afterwards very difficult to find out the best method for urging it. The parties proprietors, afore-referred to, soon afterwards bargained with my brother for a transference of their whole property, including the feus they had made on it, and he and I (the year following, 1815,) concurring in a disposition of the front ground, now West Carlton Place, with the waterside ground appended to it, according to the reduced measurement, to Robert Ferrie, Esq., the following declaration was introduced into the conveyance, 'And reserving to the said James and David Laurie, and their heirs, all claims competent to them against the Trustees on the River, *or others*, for damages formerly done, and for operations performed upon the ground hereby conveyed, and pertinents thereof.' Whereby my claim was fully retained; and all connection with the ground or subjects which it affected put an end to, which never was more than as a reference to it for measurement in ascertaining feu duty. Its intrinsic and market value being indisputedly and confessedly nothing.

The reference in Mr Ferrie's disposition to the Trustees primarily, and to the Hospital only, as included in the term '*others*' seems to have arisen from its being our apprehension that the damages done by those operations were out of all comparison greater than these sustained by the loss of so much money in feu duty. These Trustees had by that time (1815) recently, and in a variety of instances, paid very large sums for appropriating open waterside ground to their purposes; and in this case, besides appropriating the ground measured for feu duty as above narrated, they had appropriated a considerable extent of bank, perhaps an acre or more, which, as our north boundary was the Clyde, and we were possessed of the Hospital's warrandice for, ought not to have been touched till we were first satisfied in regard to it. But we were not only despoiled of it, as above stated, and much loss

and detriment produced by these operations—but the whole plan and design of Carlton were thereby marred and deteriorated; for, for the sake of materials to make up the street, the floors of the sunk flats were lowered very considerably, (I believe above a foot or 18 inches,) which just exposed them so much more to inundation. It is not, however, my present purpose to open up this subject, which is merely to show that the Hospital is sufficiently included in the term '*others*;' nor does my case stand in need of even this reservation, for my claim is constituted by the undeniable fact—that ground cut away for widening the bed of the river is, in direct defiance of the terms of my feu-contract, charged against me.

I am not aware that any thing could or would be founded on a suppositious distinction betwixt Hutcheson's Hospital and the River Trustees. The Lord Provost, Magistrates, and Town Council of Glasgow were then (1801) sole Trustees on the river, and these same parties, conjoined with the eight city clergymen, (who in such cases seldom act) were sole patrons and managers of the Hospital. The articles of roup, and the title deeds, alike bear that the interests of both bodies had been considered and provided for in the transaction, and brought to a complete and harmonious conclusion. In such circumstances, I hold it to be impossible, that the Trustees could have acted in such bad faith, as to exceed the limits assigned to them in the manner, and to the extent, that must be supposed,—if the above doings were entirely theirs. I feel myself thereupon forbidden to hazard any remarks that might connect them with conduct so opprobrious and flagitious.

But, mark this—we had, within the eight months preceeding, become proprietors of about 50 acres of ground, for which we had become bound to pay Hutcheson's Hospital £975 (since for the sake of relief and allocation of feu duty, made £1000) assessed on these separate properties cumulately, one for £475 (since £500), one for L.242, and one for L.258; the whole calling for an investment of at least L 100,000, and a population of at least 10,000 to take it up. The great mercantile community for which it was provided were known to be peculiarly sensitive as to all matters which could affect the credit, respectability, or security of the subjects in which they were to make investments. We felt it to be our duty to be on the best terms with our whole civil functionaries, and with the public at large, and to show that our enterprize was not only liberal and sound in its principles, but was such as was likely to go on smoothly and successfully. A leading object was to get our feu duty divided into as many lots as possible, conveniently allocated. Our inexperience had made us submit to limitations, in regard to these matters, in our title deeds, which turned out to be extremely inconvenient. As these however



could have been remedied without detriment to the Hospital, we were led to expect a sufficient extension.

Now, it was in these circumstances that our interests were brought, in the manner aforementioned, into collision with those of the Hospital and of the public. With the latter, because it seemed as if we were about to set ourselves in direct opposition to the completion of that plan for widening the bed of the river, to prevent floods, that had been determined upon; and with the former, because we asserted our right to redress for the injustice that had been thereby inflicted upon us. When, therefore, the the stripe along Bridge Street came to be proposed in the way of compensation, we could not but regard it as a passport to deliverance from turmoil, peculiarly welcome. Unhappily for us, however, counsels hostile to our interests prevailed, and we were left, amidst very great difficulties, to our own resources.

In the way of accommodating ourselves to our circumstances, we at once became bound to form a costly terrace from the Old Bridge to Carlton Place, and procured from the Hospital, at an expense, exceeding in whole, £600, a house and property on that Bridge, which then blocked up the avenue, which we removed, and we, within the year, not only made, at an expense of as much more, this terrace and street, but conformed it, and the road to the river, as near the matured plan of the proprietors as their discordant circumstances would admit of. The road was, in the course of this and the following year, continued to the Broomielaw Bridge, with a parapet wall and buttres on each side, which cost, I believe, about £3000. East Carlton Place was completed within the second year following, at an expense of about £25,000, including the improvements connected with it. Investments on property purchased and costly ameliorations went on for the next succeeding year, and absorbed £7000 or £8000 more, all in exact and complete conformity to the plans and ideas first promulgated.

Our first and our leading maxim was to be explicit and downright in all that we said or did in regard to our undertaking, both with the public and the parties we had to do with, and now, at the distance of above thirty years, I am not aware that in a single instance we have deviated from this maxim. From the unexpected extent and liberality of our scheme, which we at once promulgated, some people doubted, others calculated too high, and misbelief and misapprehension led to plans in regard to us which were sometimes broken and disappointed; but the outline we drew we pertinaciously filled up, and any mishaps that took place were not from any failure on our part.

Those who injured us, in regard to the river banks, could not know exactly that these things were thus to be accomplished so soon and so accurately; but they had no reason to doubt it, and

we in no instance whatever gave them ground of offence in any of our intercourse with them. I admit, that several years afterwards, when all other modes of redress failed, I brought parties before the public, because, as already noticed, it had become necessary for us to stand well with it, but I did that only in regard to certain objects, and to no greater extent than the case required.

This remark is made because it has been gravely stated that these publications of mine gave so much offence that not only courtesy, previously held out, or promised, but common justice, in regard to certain leading points, came on that account to be denied to us. But what is this but to admit that having no defence or justification to offer for their conduct, the Patrons preferred showing resentment to giving fair redress. This you may say is a serious charge, but I do not flinch from it. On the contrary, I feel it to be my duty to illustrate and establish it, in narrating certain occurrences, which, in the course of my explanation necessarily come under my regard. There are others equally clamant; but in considering these given, let it be carefully noted that notwithstanding persecution on one hand, and the entire desertion of the influence of those public authorities under whose auspices our whole project was naturally drawn up, and their blind devotion to measures that counteracted and traversed it on the other—we succeeded not only in impressing all parties (saving only those who shut themselves out from all conviction) favourably with our scheme—but we so effectually secured to the Hospital its feu duties, as not only to give full and real relief to our sub-feuars, who depended on us for this object, but to be able to have compelled you to grant us those allocations which we so much wanted, had not the very act of compulsion been more appalling than the want to be thereby supplied,—so difficult, so impossible was it for us to obtain any thing like fair-dealing or justice at your hands. Yet, in our case, the Patrons had no cause to squander away thousands and ten thousands of pounds in building bridges and constructing breastworks, or in procuring Acts of Parliament for these, or for reviving, under false colours, deservedly proscribed lottery schemes, in order to extract the highest and fullest value out of their property. On the contrary, in the easiest and pleasantest way possible, they, amidst the direst public calamities, not only found themselves regularly served with an immense annual income amply secured without any effort or sacrifice on their part—but had this security so endowed as to raise in value all their Gorbals' property, and to bring it more really and fully into the market, than all their lavish investments, and unparalleled sacrifices and exertions could accomplish. Unlike Blythwood and others, in influential circumstances, who get public bodies, and made or procured public men, to do their work for them, we charged ourselves entirely, and absolutely, with our own undertaking, and unremittingly persevered in its prosecution until we had secured its object—the instances after stated will shew under what circumstances.

1. As East Carlton Place buildings might be held to have effectually secured the Hospital's feu duty for Kirkcrock, (then £475) we had reason to expect that the six allocations into which it was divided might have been fixed, and in each case be relieved from what exceeded it, the whole feu duty remaining attachable to Carlton Place, (to which it was attachable at any rate) till buildings on each lot

relieved it. As Tradescroft was, by its title, divisible into six lots prior to buildings being erected on it, it might forthwith have been allocated. Solicitors as we were for these allocations; and from 1815 downwards, when Mr Ferrie became interested on our ground, assiduously exercised for their attainment, it was not till 1820, that is, after 17 or 18 years delay that the charters for this purpose were obtained; (the influence of certain individuals who had acquired an interest in these contributed much to this,) and then £25 additional feu duty was exacted to have Kirkcroft partly relieved and partly divided, Tradescroft into four, and Stirlingfold into five lots. You have seen how, till the property reverted, the stripe on Bridge Street incommoded us. Now, I will ask yourself, how could we, in such circumstances, at that period, come forward and urge to a settlement our claim for the 603 square yards. If we had done so, you would have answered us then, as you do now, *you must do so and so, otherwise you shall have no charters.*

2. Soon after our connection with these grounds, part of the property procured by us from the Hospital on the Bridge, having been claimed by a proprietor on the opposite side, we called on the Hospital to make good its warrantice. In place of doing what any honourable plain dealing individual would have done in his own case, they amused us with offers of compromise; and at one time, I believe, offered £50, (which, however, was never paid, although we never after claimed their compearance, but urged the business on before the Court of Session, and in the Inner House at our own sole expense,) which made our case appear as doubtful in the minds of those who had granted us warrantice; and it was lost till it came to the Inner House. The interlocutor given there promised an opposite result, which, however, from the litigiousness of our opponent, and certain occurrences, was not carried out. In the end, some years afterwards, the Trustees on the Bridge purchased our claim as it was, for about £100, which was not one half of our expenses incurred in this action.

3. When we concurred in making, along with the public bodies, proprietors on this line, the street now called Eglinton Street, we obtained a right to insist on the completing of that road onward to the Cathcart road, which, notwithstanding strenuous exertions on my part, and some too on the part of the honourable member for Paisley, who felt his honour implicated in fulfilling this engagement, has never yet been accomplished. In order to silence all cavil on the subject, I here subjoin the part of the agreement which refers to it. The agreement itself is engrossed in the record for probative writs kept at Glasgow for Lanarkshire.

*' Minutes of the Committee of the Town Council of Glasgow ; Hutcheson's Hospital, the Trades' House of Glasgow ; Mr James Laurie, Proprietor of the Lands of Kirkcroft, Stirlingford, and Wellcroft ; and Mr James Hill, Writer in Glasgow, on the part of the Trustees on the Ayrshire district of roads, respecting the approach to the City of Glasgow, from the Cathcart road, by the New Bridge of Glasgow.*

*' The meeting preambulated the approach, which runs from the New Bridge, in a direct line to the Pollockshaws road, intersecting the property of Mr Mungal; and from the Pollockshaws road, running in a curved or diagonal line, through the property of the Town of Glasgow, on the Northwest of the lands of*



‘ Butterbigging, and cuts off a small angle, the breadth of the road, from the South-west corner of Mr Jamieson’s ground; and through Sandy Acres, the property of Hutcheson’s Hospital, and through the property of Dr Russel, till it comes almost opposite to the vitrol works, on the road from Gorbals to Cathcart; which line is a little to the west of the line, originally laid off by Bryce McQuestion, so far as it passes through the properties of the Town of Glasgow, Mr Jamieson, Sandy Acres, the property of Hutcheson’s Hospital, and the property of Dr Russel.

‘ The different parties interested, are unanimously of opinion that this line of road will be of advantage to all parties concerned; that it will open a very grand approach to the City from the South; and they are of opinion that no charge should be made for the ground to be occupied by the road, so far as the communities and Mr Laurie are interested.

‘ The Trustees are to pay Mr Mungal, and Mr Jamieson, and Dr Russel, for their ground, as they will not be so much benefited by the improvement, as to induce them to give the ground on their property, requisite for the road, without being paid a price there-for.

‘ The Trustees are to pay £100 sterling, at the commencement of the operations of making the street, from the New Bridge to the Pollockshaws’ road, and to pay other £900 sterling, by three instalments of £300 per annum, being the expense at which a causeway, thirty feet broad, is estimated at; bearing interest from the time the money is advanced. And at some future period, not longer than *five years from whitsunday 1807, they are to make the road from the Pollockshaws to the Cathcart road.* The road to the Pollockshaws road, is to be sixty feet broad, and from that road to the Cathcart road, forty feet.

‘ As these parties were authorised not only to transact, but to conclude, the matter, as determined by them, was completed by the following minute of the Trustees, with an extract of which, as their document of the transaction, all parties were regularly furnished;—

‘ At Glasgow, the 9th September, 1807, the Clerk represented that the Trades’ House, Hutcheson’s Hospital, and Mr Laurie, had agreed to pay the extra sum of above £1000, for making the road to the New Bridge; and that the Messrs Laurie, Hutcheson’s Hospital, and the Trades’ House were to advance £900 of the money required, to be repaid by the assignees, by instalments of £300 per annum, after the advance, with interest; *and upon the Trustees agreeing that the toll-bar to be erected on said road, should be at the place where the said road meets the Pollockshaws road; which the assignees agree to, with liberty to erect a side-bar on the Shield’s-loan; and authorise their Clerk to give an extract of this minute to the several parties, in evidence of this transaction.*”

The first part of this undertaking was honourably and magnanimously fulfilled above and beyond the letter of this agreement on the part of all concerned. For my part I contributed, besides my own part of the ground for the street, L.465, and one of my feuars L.100, which being much more than would have made our own part of the street, must be held to have embraced the whole undertaking. But the second, that part of it which was to have been executed within five years after 1807 (1812) still remains as it was, although then, and at least, a dozen of times since, I have called for fulfilment of the obligation—

'There is no doubt but the Town-Council and the Hospital kept it back to favour the making of Hutchesontown Bridge, and perhaps the Trustees deeply in debt, favoured a design which went to their relief. But if the convenience of parties in a transaction, and not their obligations, are to be received as answer to such just demands as mine on this subject, there must be an end of all law, justice, and good faith, among mankind.

4. In consequence of your not having made this road you took it on you to assume that Port-Eglinton Street toll-bar, which, had the road been made, would, as it stands, have been in the very centre and turning of the entire road, was only a side or protecting bar, and that you had a right to subject the proprietors along that street to toll impost both in going in and in coming out of the city; and for this purpose, that you might set down a new toll near its north end. The alleged design, if it was to intercept the intercourse into the Paisley Canal, was most preposterous, for the Canal proprietors, from their property in Tradeston, and being amenable to the Gorbals statute labour assessment, could have connected themselves with all the streets on the north side of the river for less money than the mere setting down of your toll would cost. It appears to me, therefore, that you had by this time conceived the idea, which you attempted afterwards to realize, to comprehend the whole district of country betwixt Glasgow and Port-Patrick, including both our bridges under one trust, and to bear on all and every part of it the burden of the whole Renfrewshire trust debt. And that this method of accustoming us in Gorbals to the annoyance of tolls, was adopted as preliminary to that measure; and I give into this opinion the more readily, because, about the same time, a certain plan was devised, and Act of Parliament obtained for filling Hutchesontown, with toll-houses [and gardens attached to them, as if to keep up the streets. Happily for Gorbals, and the City of Glasgow, you did not succeed. The Port-Patrick bill, supported by Blythswood and Mr Henry Monteith, passed the House of Commons, notwithstanding the opposition of the Corporation and Community of Glasgow. But it was stopped in the Upper House, chiefly by the services of a public-spirited nobleman, who, having become master of the case, saw his duty in opposing it. As I had, in publications and otherwise, strained myself to the utmost for the purpose, I could not but rejoice at the catastrophe.

It is impossible to close this letter, without adverting to the fate of your attempt to set down the toll-bar in Eglinton Street, as above stated.

The Magistrates and the Trades' House of Glasgow, representing the Hospital and Town Council, with that facility which they sometimes evince in dropping Gorbals' interests, however important to it, when these happen to stand in the way of others more favoured, gave little or no opposition to the setting down of the toll by the Trustees as aforesaid; but I felt it my duty to oppose it to the utmost on the ground of our agreement, and to repel an invidious proposal for taxing ourselves to ward off the assessment that it would have sanctioned. How very arduous and desperate the conflict was you know very well. The result, too, you know. After having been tried again and again, before the Trustees, at Quarter Sessions, the following sentence was pronounced, and is on record, as the close of the business:

'John Lang, Richard Dick, Nathaniel Stevenson, Thomas Marshall, Andrew

'Templeton, Archibald Lamont, Henry Houldsworth, John Douglas,

‘ Thomas Hopkirk, Francis Garden, Alexander Campbell, James M’  
 ‘ Kenzie, Thomas Falconer, and James M’Nair, Esquires, Justices of  
 ‘ the Peace of Lanarkshire, to

‘ Officers of Court, Executors hereof, conjunctly and severally, specially  
 ‘ constituted, Greeting.

‘ Whereas, it is humbly meant and shown to us by our Lovite, David Laurie,  
 ‘ Merchant in Glasgow, That he having, on the sixth day of February, eighteen  
 ‘ hundred and twenty-one years, presented a Petition to the Justices of the Peace  
 ‘ of said shire, at his instance, *inter alia*, against Laurence Hill, Esq. Writer in  
 ‘ Glasgow, Clerk and Treasurer to the Trustees on the Renfrewshire roads,  
 ‘ complaining of certain operations then taking place in the erection of a Toll-bar.  
 ‘ &c. &c.—Our will is therefore, and we charge you, that on sight hereof, ye pass,  
 ‘ and in our name and authority, lawfully interdict, prohibit, and discharge, the  
 ‘ said Laurence Hill, and the said Gilbert Thomson, and all others, from going  
 ‘ on with the said operations, and from erecting any Toll-bar on the said Road,  
 ‘ upon the property of our said Lovite : as also that ye, in our name and autho-  
 ‘ rity, lawfully command and charge the said Laurence Hill, Esq. Clerk and  
 ‘ Treasurer foresaid, to make payment to our said Lovite of the said sums of  
 ‘ Fourteen Pounds Two Shillings and Seven-pence of modified expenses of Pro-  
 ‘ cess ; also the said sum of Five Pounds Five Shillings Sterling, being ex-  
 ‘ penses attending said Appeal ; besides the sum of Sixteen Shillings and Four-  
 ‘ pence Sterling, being the dues of this Precept, as said is ; and that within fif-  
 ‘ teen days next, after he is so charged by you thereto, wherein if he fail, the  
 ‘ said space being elapsed, that immediately thereafter, ye pass pound, and de-  
 ‘ strain {the said Laurence Hill, Esq. his whole readiest moveable goods, gear,  
 ‘ and effects, make penny thereof, to the avail and quantity of the foresaid sums ;  
 ‘ and see our said Lovite fully satisfied and paid of the same, according to the  
 ‘ form and tenor of the said Decree in all points, and in the meantime that ye  
 ‘ arrest in common form. Given at Glasgow, the eighth day of January, eight-  
 ‘ teen hundred and twenty-two years, by

‘ THOMAS MUDIE, *Clk. Dept.*’

‘ Upon the nineteenth day of June, eighteen hundred and twenty-three years.  
 ‘ I, Archibald M’Intosh, constable, by virtue of the before written Precept or  
 ‘ Decree, raised at the instance of the therein designed David Laurie, passed,  
 ‘ and, in his Majesty’s name and authority, and in name and authority of the  
 ‘ Justices of the Peace for the County of Lanark, lawfully commanded and  
 ‘ charged the also therein designed Laurence Hill, Esq. to make payment to the  
 ‘ said Complainer, of the within written sums of money of expenses of Process,  
 ‘ and dues of Extract, all as contained in, and due by, the said Decree, within  
 ‘ narrated ; and that, within the space, and under the pain and certification, ex-  
 ‘ pressed and directed by said Precept or Decree, in all points. A just copy of  
 ‘ charge to the effect foresaid, signed by me, and bearing this date, I delivered  
 ‘ to the said Laurence Hill, Esq. personally apprehended before these witnesses,  
 ‘ Alexander M’Donald and William Robertson, both indwellers in Glasgow.

‘ ARCHD. M’INTOSH.

‘ ALEXANDER M’DONALD, *witness.*

‘ WILLIAM ROBERTSON, *witness.*’

The reason why this is not paid, and why I do not enforce the sentence you



can best explain. You profess a wish that it may be enforced, in order that you may have an opportunity to carry the whole case higher—through the Court of Session to the House of Peers—in all which stations you have steady friends who will watch your interests—the ample stores of the Trustees being open for all demands. I profess myself to have no inducement to follow you in such a course so far ; so that most probably my twenty odd pounds must go with the many hundreds and thousands of pounds that have preceded it, drawn from our pockets by dint of tyranny and injustice on the part of that rapacious Trust oligarchy, which govern our public concerns so imperiously. But it shall not go till I have done what I think it becomes me to do, to rouse the public spirit with a due sense of such conduct. And if I should fail in that case, and even in the present application, to impress your employers with a due sense of their duty, and of their accountability, I shall leave behind me such notings in the public view as will perhaps, some day or other, when circumstances favour it, lead, if not to a harmonious, at least to an equitable adjustment of the business ; not perhaps conformable to your notions, or to those of legallized depredators, but to those of renovated authorities, animated by christian principles and acting towards public objects. That such a period has now opened on us I firmly believe. I thank God that this eclaireissement has not taken place sooner, and I augur something like a happy conclusion of it from this blessed coincidence.

In looking back on what has been stated, it is seen that, at the outset, my claim was set fast by the attempt to fasten on me, in lieu of it, a stripe in Bridge Street, and by the unavoidable necessity under which I was almost immediately laid, of transferring this stripe to the purchasers of West Kirkercroft, whose whole line of west boundary (about 700 feet) was defined thereby, which transaction coming to be involved in very serious difficulties, my claim had to lie over till the conclusion of these in 1814. From that time forward we were in constant suit with the Hospital for charters, to which not only our own circumstances, but those of our sub-feuars, and our obligations to them incessantly pressed us. To have brought it forward then would have been just to have sacrificed it, as we had done that regarding the property on the bridge, and the business not being fresh, and our expectation of a speedy adjustment of our charters sanguine, a little more delay seemed no great matter. Unexpectedly, however, I became anew involved in desperate conflict with yourself respecting the toll in Eglinton Street, and this just at the time when the charters were delivered and the duplicand due. Then, in the course of the litigation you let me see that nothing but the House of Peers could close a contest with you. Even, at present, though debarred from settling down your toll by a judicial sentence, you cease not to threaten the Canal Company that you will one day set it down, and even attempt to concuss from them advantages, under these threats, inasmuch as to have induced them to make arrangements, for having one of the streets of Tradestown opened up for their behoof. All you want, you say, is that I shall destrain, or otherwise enforce the charge of payment ; which you say will give you an opportunity of appealing and opening up the whole case ; an advantage which I am not disposed to put within your power.

Now, I will submit it to your clients, or to any one—having this duplicand. L.114: 15s. due at Martinmas 1821. In my own hands, unclaimed, and which I might retain, without discomposing the ordinary distributions to the poor, and my own claims, then amounting to about L.180, unliquidated, and no prospect of settlement but by a final decision from the House of Peers, which, while you could prosecute, not only without loss, but with personal advantage, I could only follow out, at great trouble, labour, and expense, it became me to throw loose my advantage and to put all into your hands? You seem to think that I ought to have done so, and taking my chance of a desperate legal contest to have brought our unadjusted claims at once to an issue? I believe that most people will think that I did just quite enough, when I made an entry of the case in my books, to which I expressly informed my friends, that in case I should die before an opportunity of adjusting it occurred, they must conform.

You say, ‘to cut the matter short, if the duplicand is not paid within a fortnight, I shall either raise a summons for the amount or decline granting entries and charters.’—I hope the power of thus disturbing the regular course of such business will soon be put an end to, by abolishing the use of such useless clogs to heritable transferences. But I take the liberty to inform you, that if you do so, it is at your peril. For upwards of thirty years I have regularly discharged all the Hospital’s claims upon me, and am ready, if the case requires it, to deposit the amount in one of the Banks, there to remain till a final adjustment of the business. In the meantime, I would ask you, are all my claims to be frowned into nothing by the weight of your eye-brows?—are these to have no more weight than my former letters of pinding in the King’s name, that you will not so much as stop to look into the business? You can no doubt look to the ample stores in your trust funds, and to the facility with which you can get these enlarged by new Acts of Parliament, and to the emolument, power, and honour, derived from such high employment, on the one hand, and to the overflowing rescourses and influences of the Hospital, all under your control, on the other; but recollect that a day of reckoning will come, and take warning.

I remain, Sir,

Your obedient servant,

DAVID LAURIE.

Laurieston, 28th February, 1838.

## MEMORIAL.

TO THE HONOURABLE THE PRECEPTOR AND PATRONS OF  
HUTCHESON'S HOSPITAL.

The Memorialist respectfully submits the foregoing statements to your Honors, and craves your patient perusal, and candid attention to their contents. It is plain that, in several instances, there have been discrepancies in his titles, and injustice done him too, in regard to these, from which your warrantage ought to have protected, or relieved him. In the instance immediately submitted to your consideration alone does he now demand redress. From what he and his brother have done for the Hospital during the last thirty years, he confidently expects that you will, disclaiming procedure more becoming the twelfth than the nineteenth century, after duly considering the case, forthwith grant him the indemnity so long withheld, in a way becoming your highly honourable and responsible situation.

In respect whereof, &c.

(Signed)

DAVID LAURIE

28th February, 1833.



12